

The Honorable Judge David G. Estudillo

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

GABRIELLA SULLIVAN; RAINIER ARMS,  
LLC; SECOND AMENDMENT  
FOUNDATION; and FIREARMS POLICY  
COALITION, INC.,

Plaintiffs,

v.

BOB FERGUSON, in his official capacity as  
Washington State Attorney General; JOHN R.  
BATISTE, in his official capacity as Chief of the  
Washington State Patrol; PATTI COLE-  
TINDALL, in her official capacity as Interim  
Sheriff for King County, Washington; JOHN  
GESE, in his official capacity as Sheriff for  
Kitsap County, Washington; RICK SCOTT, in  
his official capacity as Sheriff for Grays Harbor  
County, Washington; LEESA MANION, in her  
official capacity as County Prosecutor for King  
County, Washington; CHAD M. ENRIGHT, in  
his official capacity as County Prosecutor for  
Kitsap County, Washington; and NORMA  
TILLOTSON, in her official capacity as County  
Prosecutor for Grays Harbor County,  
Washington,

Defendants.

No. 3:22-cv-5403-DGE

DECLARATION OF ANN  
SUMMERS IN SUPPORT OF KING  
COUNTY DEFENDANTS' MOTION  
FOR SUMMARY JUDGMENT

1 I, ANN SUMMERS, declare under penalty of perjury under the laws of the State of  
2 Washington as follows:

- 3 1. I am a King County Senior Deputy Prosecuting Attorney and one of the assigned  
4 attorneys for King County Sheriff Patti Cole-Tindall and King County Prosecuting  
5 Attorney Leesa Manion in this case. I am over eighteen years of age. I have personal  
6 knowledge of the facts contained in this declaration and am otherwise competent to  
7 testify to the matters in this declaration.
- 8 2. On August 25, 2023, I viewed the website for Plaintiff Rainier Arms at  
9 <https://www.rainierarms.com>. The contact information posted on the home page of  
10 the website lists the address of Rainier Arms as 2504 Auburn Way N., Auburn,  
11 Washington.
- 12 3. On August 25, 2023, I viewed the Washington Secretary of State website at  
13 <https://www.sos.wa.gov>. I used the “corporation search” function to search for the  
14 registered address of Rainier Arms, LLC. The principal office street address of  
15 Rainier Arms, LLC, as registered with the Secretary of State is 2504 Auburn Way N.,  
16 Auburn, WA 98002.
- 17 4. Attached as Exhibit 1 is a true and correct copy of Rainier Arms Responses and  
18 Objections to King County Defendants’ Frist Set of Interrogatories and Requests for  
19 Production to Plaintiff Rainier Arms, LLC.
- 20 5. Attached as Exhibit 2 is a true and correct copy of an excerpt of a certified transcript  
21 of the motion hearing in this matter on September 23, 2022.
- 22 6. Attached as Exhibit 3 is a true and correct copy of Washington Laws of 2022, ch.  
23 104.

1 I declare under penalty of perjury under the laws of the United States of America and the  
2 State of Washington that the foregoing is true and correct to the best of my knowledge.

3  
4 Signed this 30<sup>th</sup> day of August, 2023 at Seattle, Washington.

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6 ANN M. SUMMERS  
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# Exhibit 1

The Honorable Judge David G. Estudillo

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

GABRIELLA SULLIVAN; RAINIER ARMS,  
LLC; SECOND AMENDMENT  
FOUNDATION; and FIREARMS POLICY  
COALITION, INC.,

Plaintiffs,

v.

BOB FERGUSON, in his official capacity as  
Washington State Attorney General; JOHN R.  
BATISTE, in his official capacity as Chief of the  
Washington State Patrol; PATTI COLE-  
TINDALL, in her official capacity as Interim  
Sheriff for King County, Washington; JOHN  
GESE, in his official capacity as Sheriff for  
Kitsap County, Washington; RICK SCOTT, in  
his official capacity as Sheriff for Grays Harbor  
County, Washington; DAN SATTERBERG, in  
his official capacity as County Prosecutor for  
King County, Washington; CHAD M.  
ENRIGHT, in his official capacity as County  
Prosecutor for Kitsap County, Washington; and  
NORMA TILLOTSON, in her official capacity as  
County Prosecutor for Grays Harbor County,  
Washington,

Defendants.

No. 3:22-cv-05403-DGE

KING COUNTY DEFENDANTS'  
FIRST SET OF INTERROGATORIES  
AND REQUESTS FOR  
PRODUCTION TO PLAINTIFF  
RAINIER ARMS, LLC.

**And Rainier Arms' Responses and  
Objections.**

TO: Rainier Arms, LLC, plaintiff;

AND TO: Ard Law Group, attorneys for plaintiff.

In accordance with CR 26, CR 33 and CR 34, plaintiff named above is hereby required to  
answer, in writing, the following interrogatories with respect to their specific property interests

Rainier Arms, LLC Responses to KING COUNTY DEFENDANTS' FIRST SET OF  
INTERROGATORIES AND REQUESTS FOR PRODUCTION  
TO PLAINTIFF RAINIER ARMS, LLC - 1  
[No. 3:22-cv-5403-DGE]

1 **separately and fully** under oath, within thirty (30) days of their service upon you. These  
2 interrogatories are deemed continuing in nature and you must supplement your answer pursuant  
3 to CR 26(e).

4 **RAINIER ARMS' RESPONSE:** To the extent the preliminary statement appears to  
5 state King County's reliance on Washington Civil Rules for Superior Court, Rainier Arms will  
6 instead comply with the Federal Rules of Civil Procedure. To the extent the preliminary  
7 statement appears to refer to multiple plaintiffs by reference to "their [sic] specific property  
8 interests," Rainier Arms responds only on its behalf. To the extent the preliminary statement  
9 refers to "property interests" other than the right to sell firearms as queried in the Interrogatories,  
Rainier Arms disregards it.

10 **PRELIMINARY STATEMENT**

11 These interrogatories call for all information (including information contained in or on  
12 writings, recordings, photographs, or any other tangible thing or material) that is known or  
13 available to you, including all information in possession of your doctors, agents, attorneys,  
14 accountants, auditors or other persons or experts and any investigators or any person acting on  
your behalf or under you or your attorneys' employment, direction and/or control.

15 If you are asserting that part of any response to an interrogatory is privileged, specify the  
16 grounds therefore, identify the alleged privileged documents or conversations by date, author,  
17 recipient and general subject matter, and provide all information responsive to the interrogatory  
18 which does not fall within your claim of privilege.

19 Unless conclusively negated by the context of the question, the following is to be  
20 considered applicable to all questions contained in this set of written interrogatories:

21 A. The word "person" includes the plural as well as the singular and includes  
any natural person, firm, association, partnership, corporation, or other form of legal entity.

1           B. Each interrogatory is intended to and does request that each and every  
2 particular and part thereof be answered with the same force and effect as if each part and  
3 particular were the subject of and were asked by a separate interrogatory.

4           C. The terms “document” and/or “writing” mean and include, but are not  
5 limited to, any printed, typewritten, or handwritten matter of whatever character, and every other  
6 form of recording upon any tangible thing.

7           D. Whenever you are asked to identify any document or writing, state with  
8 respect to each such document or writing:

- 9                   1. The date it bears and the date it was prepared,
- 10                   2. The identity of the author and/or originator,
- 11                   3. The identity of each addressee,
- 12                   4. The nature and substance thereof,
- 13                   5. The identity of the present custodian thereof,
- 14                   6. The present location of the document, and
- 15                   7. Whether you will provide a copy thereof without further  
16 request.

17           E. Whenever you are asked to identify or describe an oral communication or  
18 conversation, state with respect thereto:

- 19                   1. The date and place thereof and whether it was in person or by  
20 telephone,
- 21                   2. The identity of each person who participated in or heard any part  
22 of communication,
- 23                   3. The substance of what was said by each person who participated  
therein, and
4. The identity of any document that recorded, summarized or  
confirmed the oral communication.

1 F. Whenever you are asked to identify any person, state with respect to such  
2 person:

- 3 1. The person's name,
- 4 2. Such person's last known business address and telephone number,
- 5 3. Such person's last known residence address and telephone number,
- 6 4. Such person's present occupation and business affiliation, and
- 7 5. Such person's occupation and business affiliation of the time to  
8 which your answer relates.

9 You are hereby notified that the following interrogatories shall be deemed  
10 continuing, and any additional information, including any conclusions, opinions or contentions  
11 that are different from those set forth in plaintiff's answer relating in any way to these  
12 interrogatories, which the plaintiff acquires subsequent to the date of answering these  
13 interrogatories and up to and including the date of trial, shall be furnished to defendant promptly  
14 after such information is acquired.

15 **RAINIER ARMS' RESPONSE:** Rainier Arms objects to and disregards any aspect of  
16 the foregoing statement that attempts to impose an obligation in excess of those in the Federal  
17 Rules of Civil Procedure.

#### 18 **OBJECTIONS TO ALL INTERROGATORIES**

19 1. The fact that Plaintiff responds to any Interrogatory shall not be construed as a waiver  
20 of all or any part of the objections interposed by Plaintiff to any Interrogatory.

21 2. By making these responses and objections to the Interrogatories, Plaintiff does not  
22 waive, and hereby expressly reserves, his right to assert any and all objections as to the  
23 admissibility of such responses into evidence in this action, or in any other proceedings, on any  
and all grounds including, but not limited to, competency, relevancy, materiality, and privilege.  
Further, Plaintiff makes these responses and objections herein without in any way implying that



1 she considers the Interrogatories, and responses to the Interrogatories, to be relevant or material to  
2 the subject matter of this action.

3 3. Plaintiff objects to the Interrogatories to the extent that they seek disclosure of  
4 information protected under the attorney-client privilege, the work-product doctrine, or any other  
5 applicable privilege or immunity. Nothing contained herein is intended to be, nor shall in any way  
6 be construed as, a waiver of any attorney-client privilege, work-product doctrine, right to privacy,  
7 or any other applicable privilege or immunity.

### 8 **INTERROGATORIES**

9 **INTERROGATORY NO. 1:** State the monthly and annual gross proceeds of sales of  
10 Rainier Arms, LLC, for retailing as reported to the Washington Department of Revenue for the  
11 year 2020.

#### 12 **ANSWER:**

13 Documents sufficient to answer this Interrogatory are attached with this response.

14  
15 **INTERROGATORY NO. 2:** State the monthly and annual gross proceeds of sales of  
16 Rainier Arms, LLC, for retailing as reported to the Washington Department of Revenue for the  
17 year 2021.

#### 18 **ANSWER:**

19 Documents sufficient to answer this Interrogatory are attached with this response.

20  
21 **INTERROGATORY NO. 3:** State the monthly and annual gross proceeds of sales of  
22 Rainier Arms, LLC, for retailing as reported to the Washington Department of Revenue for the  
23 year 2022.

1           **ANSWER:**

2           Documents sufficient to answer this Interrogatory are attached with this response.

3  
4           **INTERROGATORY NO. 4:** State the number of firearm models that are currently  
5           available for purchase from Rainier Arms, LLC.

6           **ANSWER:**

7           Approximately 1200.

8  
9           **INTERROGATORY NO. 5:** State the number of ammunition calibers that are  
10           currently available for purchase from Rainier Arms, LLC.

11  
12           **ANSWER:**

13           Rainier Arms objects to this Interrogatory as irrelevant and not reasonably calculated to  
14           lead to the discovery of admissible evidence, because none of the challenged statutes regulates or  
15           prohibits the sale of any ammunition type or caliber. Rainier Arms further responds:  
16           approximately 20.

17           **INTERROGATORY NO. 6:** List all firearm models that were sold by Rainier Arms,  
18           LLC, prior to enactment of RCW 9.41.370 that Rainier Arms, LLC, is prohibited from selling by  
19           RCW 9.41.370 to persons in Washington other than branches of the armed forces or law  
20           enforcement agencies.

21           **ANSWER:**

22           None.

1  
2 **INTERROGATORY NO. 7:** List all firearm models that were sold by Rainier Arms,  
3 LLC, prior to enactment of RCW 9.41.370 that cannot be operated without a large capacity  
4 magazine as defined by RCW 9.41.010(36).

5 **ANSWER:**

6 Rainier Arms objects to this Interrogatory as irrelevant and not reasonably calculated to  
7 lead to the discovery of admissible evidence. Rainier Arms further states that there are no models  
8 of firearms sold by Rainier Arms that are incapable of functioning without magazines banned by  
9 the laws challenged here, but that none are capable of functioning in a way that permits them to  
10 fire more than 10 rounds without reloading.

11 **INTERROGATORY NO. 8:** List all ammunition types and/or calibers that were sold  
12 by Rainier Arms, LLC, prior to enactment of RCW 9.41.370 that Rainier Arms, LLC, is  
13 prohibited from selling by RCW 9.41.370 to persons in Washington other than branches of the  
14 armed forces or law enforcement agencies.

15 **ANSWER:**

16 Rainier Arms objects to this Interrogatory as irrelevant and not reasonably calculated to  
17 lead to the discovery of admissible evidence, because none of the challenged statutes regulates or  
18 prohibits the sale of any ammunition type or caliber. Rainier Arms further responds: none.

19  
20 **INTERROGATORY NO. 9:** List all ammunition types and/or calibers that were sold  
21 by Rainier Arms, LLC, prior to enactment of RCW 9.41.370 that are only marketed and/or sold  
22 in large capacity magazines as defined by RCW 9.41.010(36).

**ANSWER:**

Rainier Arms objects to this Interrogatory as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, because none of the challenged statutes regulates or prohibits the sale of any ammunition type or caliber. Rainier Arms further responds that ammunition is sold separately from magazines, rendering the Interrogatory confusing at best.

Rainier Arms further responds: none.

**INTERROGATORY NO. 10:** Identify each person whom you intend to call as an expert witness at trial or for dispositive motions of this case and, for each, provide the following information:

- (a) all opinions to be expressed by the witness and the basis and reasons therefor;
- (b) the data or other information considered by the witness in forming the opinions;
- (c) any exhibits to be used as a summary of or support for the opinions;
- (d) the qualifications of the witness, including a list of all publications written by the witness in the last ten years;
- (e) the compensation to be paid for the witness's study, preparation, and testimony in this case; and
- (f) other cases in which the witness has testified as an expert at trial or by deposition in the last 5 years.

**ANSWER:**

Rainier Arms objects to this Interrogatory as attempting to avoid the case schedule. Rainier Arms will provide this information when the case schedule and federal rules require it, not before.

**REQUESTS FOR PRODUCTION**

**REQUEST FOR PRODUCTION NO. 1:** Provide the combined excise tax returns filed by Rainier Arms, LLC with the Washington Department of Revenue from January 2020 to December 2022.

**RESPONSE:**


The documents are produced with these responses.

**REQUEST FOR PRODUCTION NO. 2:** Produce all Documents and Communications related to Interrogatory Number 10 above.

**RESPONSE:**

Rainier Arms objects to this RFP as attempting to avoid the case schedule. Rainier Arms will provide this information when the case schedule and federal rules require it, not before.

May 31, 2023

<p>ARD LAW GROUP PLLC</p> <p>By: </p> <p>Joel B. Ard, WSBA # 40104 ARD LAW GROUP PLLC P.O. Box 11633 Bainbridge Island, WA 98110 206.701.9243 Joel@Ard.law ATTORNEYS FOR PLAINTIFFS</p>	<p>COOPER &amp; KIRK, PLLC</p> <hr/> <p>David H. Thompson <a href="mailto:dthompson@cooperkirk.com">dthompson@cooperkirk.com</a></p> <hr/> <p>Peter A. Patterson <a href="mailto:ppatterson@cooperkirk.com">ppatterson@cooperkirk.com</a></p> <hr/> <p>William V. Bergstrom <a href="mailto:wbergstrom@cooperkirk.com">wbergstrom@cooperkirk.com</a></p> <p>1523 New Hampshire Avenue, N.W. Washington, D.C. 20036 (202) 220-9600 (202) 220-9601 (fax)</p> <p>FIREARMS POLICY COALITION</p> <hr/> <p>Cody J. Wisniewski 5550 Painted Mirage Road Las Vegas, NV 89149 916-378-5785 <a href="mailto:cwi@fpchq.org">cwi@fpchq.org</a></p> <p>MOUNTAIN STATES LEGAL FOUNDATION</p> <hr/> <p>Brian A Abbas 2596 S Lewis Way Lakewood, CO 80227 303-292-2021 <a href="mailto:babbas@mslegal.org">babbas@mslegal.org</a></p>
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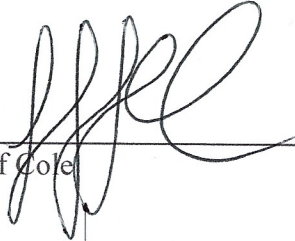
VERIFICATION OF ANSWER TO INTERROGATORIES

I, Geoff Cole, declare:

1. I have read the foregoing Answers to the State Defendants' Interrogatories.
2. I believe, based on reasonable inquiry, that the foregoing Answers are true and correct to the best of my knowledge, information and belief.
3. I verify under penalty of perjury that the foregoing is true and correct.

Executed this 31st day of May, 2023.

Geoff Cole



# Exhibit 2



1  
2 UNITED STATES DISTRICT COURT  
3 WESTERN DISTRICT OF WASHINGTON AT TACOMA  
4

5 GABRIELLA SULLIVAN, et al., )  
6 Plaintiffs, ) 3:22-cv-5403-DGE  
7 v. ) Tacoma, Washington  
8 ) September 23, 2022  
9 BOB FURGUSON, et al., ) Motion Hearing  
10 Defendants. ) 2:00 p.m.

11 VERBATIM REPORT OF PROCEEDINGS  
12 BEFORE THE HONORABLE DAVID G. ESTUDILLO  
13 UNITED STATES DISTRICT JUDGE  
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24 Proceedings stenographically reported and transcribed  
25 With computer-aided technology

## APPEARANCES

For the Plaintiffs: JOEL B. ARD  
Ard Law Group  
P.O. Box 11633  
Bainbridge Island, Washington

WILLIAM BERGSTROM  
PETER A. PATTERSON  
Cooper & Kirk  
1523 New Hampshire Avenue NW  
Washington, DC

For the Defendants  
Ferguson and  
Batiste: ANDREW R.W. HUGHES  
Attorney General's Office  
800 Fifth Avenue  
Suite 2000  
Seattle, Washington 98104-3188

For the Defendants  
Satterberg and  
Cole-Tindall: ANN MARIE SUMMERS  
DAVID J.W. HACKETT  
King County Prosecutor's Office  
1191 Second Avenue  
Suite 1700  
Seattle, Washington

For the Defendants  
Gese and Enright: CHRISTINE M. PALMER  
Kitsap County Prosecutor's Office  
614 Division Street  
MS-35A  
Port Orchard, Washington

For the Defendants  
Scott and Tillotson: CALLIE A. CASTILLO  
Lane Powell  
1420 Fifth Avenue  
Suite 4200  
Seattle, Washington

For the Proposed  
Intervener Defendant  
Alliance for Gun  
Responsibility: ZACHARY J. PEKELIS  
Pacifica Law Group LLP  
1191 Second Avenue  
Suite 2000  
Seattle, Washington

1 need for discovery and/or the reason not to engage in  
2 discovery. I am not sure who wants to go first.

3 I think plaintiff, of course, indicates no discovery is  
4 needed, and I am not sure who officially did the complete  
5 response from the defense side. The State defendants  
6 indicate that some discovery is required.

7 From the plaintiff's side, any comments you want to make?  
8 I have read your position. Anything you think the Court  
9 should focus on on that issue at this point?

10 MR. BERGSTROM: No. I'll be very brief. I would  
11 highlight the *Bruen* test is new. It is fairly clear what  
12 matters and what doesn't here. The sort of facts that matter  
13 to the merits of this case are not the facts found in  
14 discovery. Things that are known facts about the laws and  
15 about the historical tradition, that is something we think we  
16 don't need discovery on.

17 The other two issues the State raises are damages and  
18 plaintiffs' standing. We don't think -- again, the  
19 plaintiffs' standing, we don't think facts that go to  
20 standing in this case are really in dispute here. We don't  
21 think discovery is necessary on those either.

22 Rainier Arms is a dealer. They have stopped selling these  
23 magazines because of the ban. Our two individual plaintiffs  
24 cannot purchase them and are not purchasing them because of  
25 the ban. We don't think discovery would be fruitful on

1 those.

2 Regarding damages, I would say quickly, we said in our  
3 submission that we were planning on amending the Complaint.  
4 We have discussed it some more. I think we could stipulate  
5 away damages. Either way, we are not seeking damages in this  
6 case. We think discovery on that point is also unnecessary.

7 THE COURT: Thank you. Let me ask you a brief  
8 question about the legislative facts or historical context.  
9 What do you envision presenting to the Court in your motion  
10 in support for plaintiff's position on why this history, the  
11 legislative facts support a finding of the current  
12 regulations in violation of the Second Amendment? What would  
13 you be presenting? Some case law? Specific statutes? Are  
14 you going to give me a summary of what you believe the  
15 history incorporates, and who is going to present that  
16 summary of the history?

17 MR. BERGSTROM: Good question. First, I would say  
18 under *Bruen* the burden is actually on the defendants to  
19 present that history, to prove their law is constitutional  
20 under that history.

21 We would intend to rely on publicly available sources:  
22 historical statutes, Law Review articles, things of that  
23 nature to present that history.

24 THE COURT: Let me hear from the defense side, the  
25 State defendants.

1 with regard to the current motions on behalf of King County,  
2 Kitsap and Intervener Alliance, they are on my priority list.  
3 I do hope to get to them on a sooner-than-later basis, but I  
4 can't give you a date right now unfortunately.

5 All right. Thank you. Have a good rest of your  
6 afternoon. I appreciate you all being here and hopefully you  
7 can enjoy the rest of your weekend.

8 MR. BERGSTROM: Thank you.

9 THE COURT: Thank you.

10 (The proceedings adjourned.)

11  
12  
13 C E R T I F I C A T E  
14  
15

16 I certify that the foregoing is a correct transcript from  
17 the record of proceedings in the above-entitled matter.  
18  
19  
20

21 */s/ Angela Nicolavo*

22 ANGELA NICOLAVO  
23 COURT REPORTER  
24  
25

# Exhibit 3

CERTIFICATION OF ENROLLMENT

**ENGROSSED SUBSTITUTE SENATE BILL 5078**

Chapter 104, Laws of 2022

67th Legislature  
2022 Regular Session

FIREARMS—LARGE CAPACITY MAGAZINES

EFFECTIVE DATE: July 1, 2022

Passed by the Senate February 9, 2022  
Yeas 28 Nays 20

DENNY HECK

**President of the Senate**

Passed by the House March 4, 2022  
Yeas 55 Nays 42

LAURIE JINKINS

**Speaker of the House of  
Representatives**

Approved March 23, 2022 10:34 AM

JAY INSLEE

**Governor of the State of Washington**

CERTIFICATE

I, Sarah Bannister, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE SENATE BILL 5078** as passed by the Senate and the House of Representatives on the dates hereon set forth.

SARAH BANNISTER

**Secretary**

FILED

March 23, 2022

**Secretary of State  
State of Washington**

ENGROSSED SUBSTITUTE SENATE BILL 5078

Passed Legislature - 2022 Regular Session

State of Washington

67th Legislature

2021 Regular Session

By Senate Law & Justice (originally sponsored by Senators Lias, Kuderer, Darneille, Hunt, Nguyen, Pedersen, and Wilson, C.; by request of Attorney General)

READ FIRST TIME 01/29/21.

1 AN ACT Relating to establishing firearms-related safety measures  
2 to increase public safety by prohibiting the manufacture,  
3 importation, distribution, selling, and offering for sale of large  
4 capacity magazines, and by providing limited exemptions applicable to  
5 licensed firearms manufacturers and dealers for purposes of sale to  
6 armed forces branches and law enforcement agencies for purposes of  
7 sale or transfer outside the state; amending RCW 9.41.010; adding new  
8 sections to chapter 9.41 RCW; creating a new section; prescribing  
9 penalties; and providing an effective date.

10 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

11 NEW SECTION. **Sec. 1.** The legislature finds and declares that  
12 gun violence is a threat to the public health and safety of  
13 Washingtonians. Firearms equipped with large capacity magazines  
14 increase casualties by allowing a shooter to keep firing for longer  
15 periods of time without reloading. Large capacity magazines have been  
16 used in all 10 of the deadliest mass shootings since 2009, and mass  
17 shooting events from 2009 to 2018 where the use of large capacity  
18 magazines caused twice as many deaths and 14 times as many injuries.  
19 Documentary evidence following gun rampages, including the 2014  
20 shooting at Seattle Pacific University, reveals many instances where  
21 victims were able to escape or disarm the shooter during a pause to



1 reload, and such opportunities are necessarily reduced when large  
2 capacity magazines are used. In addition, firearms equipped with  
3 large capacity magazines account for an estimated 22 to 36 percent of  
4 crime guns and up to 40 percent of crime guns used in serious violent  
5 crimes. Based on this evidence, and on studies showing that mass  
6 shooting fatalities declined during the 10-year period when the  
7 federal assault weapon and large capacity magazine ban was in effect,  
8 the legislature finds that restricting the sale, manufacture, and  
9 distribution of large capacity magazines is likely to reduce gun  
10 deaths and injuries. The legislature further finds that this is a  
11 well-calibrated policy based on evidence that magazine capacity  
12 limits do not interfere with responsible, lawful self-defense. The  
13 legislature further finds that the threats to public safety posed by  
14 large capacity magazines are heightened given current conditions. Our  
15 country is in the midst of a pandemic, economic recession, social  
16 tensions, and reckonings over racial justice. The years 2020 and 2021  
17 have seen a sharp increase in gun sales and gun violence, as well as  
18 fears over gun violence and incidents of armed intimidation. In this  
19 volatile atmosphere, the legislature declares that it is time to  
20 enhance public health and safety by limiting the sale of large  
21 capacity magazines. The legislature intends to limit the prospective  
22 sale of large capacity magazines, while allowing existing legal  
23 owners to retain the large capacity magazines they currently own.

24       **Sec. 2.** RCW 9.41.010 and 2021 c 215 s 93 are each amended to  
25 read as follows:

26       Unless the context clearly requires otherwise, the definitions in  
27 this section apply throughout this chapter.

28       (1) "Antique firearm" means a firearm or replica of a firearm not  
29 designed or redesigned for using rim fire or conventional center fire  
30 ignition with fixed ammunition and manufactured in or before 1898,  
31 including any matchlock, flintlock, percussion cap, or similar type  
32 of ignition system and also any firearm using fixed ammunition  
33 manufactured in or before 1898, for which ammunition is no longer  
34 manufactured in the United States and is not readily available in the  
35 ordinary channels of commercial trade.

36       (2) "Barrel length" means the distance from the bolt face of a  
37 closed action down the length of the axis of the bore to the crown of  
38 the muzzle, or in the case of a barrel with attachments to the end of  
39 any legal device permanently attached to the end of the muzzle.

1 (3) "Bump-fire stock" means a butt stock designed to be attached  
2 to a semiautomatic firearm with the effect of increasing the rate of  
3 fire achievable with the semiautomatic firearm to that of a fully  
4 automatic firearm by using the energy from the recoil of the firearm  
5 to generate reciprocating action that facilitates repeated activation  
6 of the trigger.

7 (4) "Crime of violence" means:

8 (a) Any of the following felonies, as now existing or hereafter  
9 amended: Any felony defined under any law as a class A felony or an  
10 attempt to commit a class A felony, criminal solicitation of or  
11 criminal conspiracy to commit a class A felony, manslaughter in the  
12 first degree, manslaughter in the second degree, indecent liberties  
13 if committed by forcible compulsion, kidnapping in the second degree,  
14 arson in the second degree, assault in the second degree, assault of  
15 a child in the second degree, extortion in the first degree, burglary  
16 in the second degree, residential burglary, and robbery in the second  
17 degree;

18 (b) Any conviction for a felony offense in effect at any time  
19 prior to June 6, 1996, which is comparable to a felony classified as  
20 a crime of violence in (a) of this subsection; and

21 (c) Any federal or out-of-state conviction for an offense  
22 comparable to a felony classified as a crime of violence under (a) or  
23 (b) of this subsection.

24 (5) "Curio or relic" has the same meaning as provided in 27  
25 C.F.R. Sec. 478.11.

26 (6) "Dealer" means a person engaged in the business of selling  
27 firearms at wholesale or retail who has, or is required to have, a  
28 federal firearms license under 18 U.S.C. Sec. 923(a). A person who  
29 does not have, and is not required to have, a federal firearms  
30 license under 18 U.S.C. Sec. 923(a), is not a dealer if that person  
31 makes only occasional sales, exchanges, or purchases of firearms for  
32 the enhancement of a personal collection or for a hobby, or sells all  
33 or part of his or her personal collection of firearms.

34 (7) "Family or household member" has the same meaning as in RCW  
35 7.105.010.

36 (8) "Felony" means any felony offense under the laws of this  
37 state or any federal or out-of-state offense comparable to a felony  
38 offense under the laws of this state.

39 (9) "Felony firearm offender" means a person who has previously  
40 been convicted or found not guilty by reason of insanity in this

1 state of any felony firearm offense. A person is not a felony firearm  
2 offender under this chapter if any and all qualifying offenses have  
3 been the subject of an expungement, pardon, annulment, certificate,  
4 or rehabilitation, or other equivalent procedure based on a finding  
5 of the rehabilitation of the person convicted or a pardon, annulment,  
6 or other equivalent procedure based on a finding of innocence.

7 (10) "Felony firearm offense" means:

8 (a) Any felony offense that is a violation of this chapter;

9 (b) A violation of RCW 9A.36.045;

10 (c) A violation of RCW 9A.56.300;

11 (d) A violation of RCW 9A.56.310;

12 (e) Any felony offense if the offender was armed with a firearm  
13 in the commission of the offense.

14 (11) "Firearm" means a weapon or device from which a projectile  
15 or projectiles may be fired by an explosive such as gunpowder.  
16 "Firearm" does not include a flare gun or other pyrotechnic visual  
17 distress signaling device, or a powder-actuated tool or other device  
18 designed solely to be used for construction purposes.

19 (12) "Gun" has the same meaning as firearm.

20 (13) "Intimate partner" has the same meaning as provided in RCW  
21 7.105.010.

22 (14) "Law enforcement officer" includes a general authority  
23 Washington peace officer as defined in RCW 10.93.020, or a specially  
24 commissioned Washington peace officer as defined in RCW 10.93.020.  
25 "Law enforcement officer" also includes a limited authority  
26 Washington peace officer as defined in RCW 10.93.020 if such officer  
27 is duly authorized by his or her employer to carry a concealed  
28 pistol.

29 (15) "Lawful permanent resident" has the same meaning afforded a  
30 person "lawfully admitted for permanent residence" in 8 U.S.C. Sec.  
31 1101(a)(20).

32 (16) "Licensed collector" means a person who is federally  
33 licensed under 18 U.S.C. Sec. 923(b).

34 (17) "Licensed dealer" means a person who is federally licensed  
35 under 18 U.S.C. Sec. 923(a).

36 (18) "Loaded" means:

37 (a) There is a cartridge in the chamber of the firearm;

38 (b) Cartridges are in a clip that is locked in place in the  
39 firearm;

(c) There is a cartridge in the cylinder of the firearm, if the firearm is a revolver;

(d) There is a cartridge in the tube or magazine that is inserted in the action; or

(e) There is a ball in the barrel and the firearm is capped or primed if the firearm is a muzzle loader.

(19) "Machine gun" means any firearm known as a machine gun, mechanical rifle, submachine gun, or any other mechanism or instrument not requiring that the trigger be pressed for each shot and having a reservoir clip, disc, drum, belt, or other separable mechanical device for storing, carrying, or supplying ammunition which can be loaded into the firearm, mechanism, or instrument, and fired therefrom at the rate of five or more shots per second.

(20) "Manufacture" means, with respect to a firearm or large capacity magazine, the fabrication or construction of a firearm or large capacity magazine.

(21) "Nonimmigrant alien" means a person defined as such in 8 U.S.C. Sec. 1101(a)(15).

(22) "Person" means any individual, corporation, company, association, firm, partnership, club, organization, society, joint stock company, or other legal entity.

(23) "Pistol" means any firearm with a barrel less than ~~((sixteen))~~ 16 inches in length, or is designed to be held and fired by the use of a single hand.

(24) "Rifle" means a weapon designed or redesigned, made or remade, and intended to be fired from the shoulder and designed or redesigned, made or remade, and intended to use the energy of the explosive in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

(25) "Sale" and "sell" mean the actual approval of the delivery of a firearm in consideration of payment or promise of payment.

(26) "Secure gun storage" means:

(a) A locked box, gun safe, or other secure locked storage space that is designed to prevent unauthorized use or discharge of a firearm; and

(b) The act of keeping an unloaded firearm stored by such means.

(27) "Semiautomatic assault rifle" means any rifle which utilizes a portion of the energy of a firing cartridge to extract the fired cartridge case and chamber the next round, and which requires a separate pull of the trigger to fire each cartridge.

1 "Semiautomatic assault rifle" does not include antique firearms,  
 2 any firearm that has been made permanently inoperable, or any firearm  
 3 that is manually operated by bolt, pump, lever, or slide action.

4 (28) "Serious offense" means any of the following felonies or a  
 5 felony attempt to commit any of the following felonies, as now  
 6 existing or hereafter amended:

7 (a) Any crime of violence;

8 (b) Any felony violation of the uniform controlled substances  
 9 act, chapter 69.50 RCW, that is classified as a class B felony or  
 10 that has a maximum term of imprisonment of at least ~~((ten))~~ 10 years;

11 (c) Child molestation in the second degree;

12 (d) Incest when committed against a child under age ~~((fourteen))~~  
 13 14;

14 (e) Indecent liberties;

15 (f) Leading organized crime;

16 (g) Promoting prostitution in the first degree;

17 (h) Rape in the third degree;

18 (i) Drive-by shooting;

19 (j) Sexual exploitation;

20 (k) Vehicular assault, when caused by the operation or driving of  
 21 a vehicle by a person while under the influence of intoxicating  
 22 liquor or any drug or by the operation or driving of a vehicle in a  
 23 reckless manner;

24 (l) Vehicular homicide, when proximately caused by the driving of  
 25 any vehicle by any person while under the influence of intoxicating  
 26 liquor or any drug as defined by RCW 46.61.502, or by the operation  
 27 of any vehicle in a reckless manner;

28 (m) Any other class B felony offense with a finding of sexual  
 29 motivation, as "sexual motivation" is defined under RCW 9.94A.030;

30 (n) Any other felony with a deadly weapon verdict under RCW  
 31 9.94A.825;

32 (o) Any felony offense in effect at any time prior to June 6,  
 33 1996, that is comparable to a serious offense, or any federal or out-  
 34 of-state conviction for an offense that under the laws of this state  
 35 would be a felony classified as a serious offense; or

36 (p) Any felony conviction under RCW 9.41.115.

37 (29) "Short-barreled rifle" means a rifle having one or more  
 38 barrels less than ~~((sixteen))~~ 16 inches in length and any weapon made  
 39 from a rifle by any means of modification if such modified weapon has  
 40 an overall length of less than ~~((twenty-six))~~ 26 inches.

(30) "Short-barreled shotgun" means a shotgun having one or more barrels less than ~~((eighteen))~~ 18 inches in length and any weapon made from a shotgun by any means of modification if such modified weapon has an overall length of less than ~~((twenty-six))~~ 26 inches.

(31) "Shotgun" means a weapon with one or more barrels, designed or redesigned, made or remade, and intended to be fired from the shoulder and designed or redesigned, made or remade, and intended to use the energy of the explosive in a fixed shotgun shell to fire through a smooth bore either a number of ball shot or a single projectile for each single pull of the trigger.

(32) "Transfer" means the intended delivery of a firearm to another person without consideration of payment or promise of payment including, but not limited to, gifts and loans. "Transfer" does not include the delivery of a firearm owned or leased by an entity licensed or qualified to do business in the state of Washington to, or return of such a firearm by, any of that entity's employees or agents, defined to include volunteers participating in an honor guard, for lawful purposes in the ordinary course of business.

(33) "Undetectable firearm" means any firearm that is not as detectable as 3.7 ounces of 17-4 PH stainless steel by walk-through metal detectors or magnetometers commonly used at airports or any firearm where the barrel, the slide or cylinder, or the frame or receiver of the firearm would not generate an image that accurately depicts the shape of the part when examined by the types of X-ray machines commonly used at airports.

(34) "Unlicensed person" means any person who is not a licensed dealer under this chapter.

(35) "Untraceable firearm" means any firearm manufactured after July 1, 2019, that is not an antique firearm and that cannot be traced by law enforcement by means of a serial number affixed to the firearm by a federally licensed manufacturer or importer.

(36) "Large capacity magazine" means an ammunition feeding device with the capacity to accept more than 10 rounds of ammunition, or any conversion kit, part, or combination of parts, from which such a device can be assembled if those parts are in possession of or under the control of the same person, but shall not be construed to include any of the following:

(a) An ammunition feeding device that has been permanently altered so that it cannot accommodate more than 10 rounds of ammunition;

(b) A 22 caliber tube ammunition feeding device; or

(c) A tubular magazine that is contained in a lever-action firearm.

(37) "Distribute" means to give out, provide, make available, or deliver a firearm or large capacity magazine to any person in this state, with or without consideration, whether the distributor is in-state or out-of-state. "Distribute" includes, but is not limited to, filling orders placed in this state, online or otherwise. "Distribute" also includes causing a firearm or large capacity magazine to be delivered in this state.

(38) "Import" means to move, transport, or receive an item from a place outside the territorial limits of the state of Washington to a place inside the territorial limits of the state of Washington. "Import" does not mean situations where an individual possesses a large capacity magazine when departing from, and returning to, Washington state, so long as the individual is returning to Washington in possession of the same large capacity magazine the individual transported out of state.

**NEW SECTION. Sec. 3.** A new section is added to chapter 9.41 RCW to read as follows:

(1) No person in this state may manufacture, import, distribute, sell, or offer for sale any large capacity magazine, except as authorized in this section.

(2) Subsection (1) of this section does not apply to any of the following:

(a) The manufacture, importation, distribution, offer for sale, or sale of a large capacity magazine by a licensed firearms manufacturer for the purposes of sale to any branch of the armed forces of the United States or the state of Washington, or to a law enforcement agency in this state for use by that agency or its employees for law enforcement purposes;

(b) The importation, distribution, offer for sale, or sale of a large capacity magazine by a dealer that is properly licensed under federal and state law for the purpose of sale to any branch of the armed forces of the United States or the state of Washington, or to a law enforcement agency in this state for use by that agency or its employees for law enforcement purposes;

(c) The distribution, offer for sale, or sale of a large capacity magazine to or by a dealer that is properly licensed under federal

1 and state law where the dealer acquires the large capacity magazine  
2 from a person legally authorized to possess or transfer the large  
3 capacity magazine for the purpose of selling or transferring the  
4 large capacity magazine to a person who does not reside in this  
5 state.

6 (3) A person who violates this section is guilty of a gross  
7 misdemeanor punishable under chapter 9A.20 RCW.

8 NEW SECTION. **Sec. 4.** A new section is added to chapter 9.41 RCW  
9 to read as follows:

10 Distributing, selling, offering for sale, or facilitating the  
11 sale, distribution, or transfer of a large capacity magazine online  
12 is an unfair or deceptive act or practice or unfair method of  
13 competition in the conduct of trade or commerce for purposes of the  
14 consumer protection act, chapter 19.86 RCW.

15 NEW SECTION. **Sec. 5.** If any provision of this act or its  
16 application to any person or circumstance is held invalid, the  
17 remainder of the act or the application of the provision to other  
18 persons or circumstances is not affected.

19 NEW SECTION. **Sec. 6.** This act takes effect July 1, 2022.

Passed by the Senate February 9, 2022.

Passed by the House March 4, 2022.

Approved by the Governor March 23, 2022.

Filed in Office of Secretary of State March 23, 2022.

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